



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

October 11, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 October 11, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AWARD OF CONTRACT FOR INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS THROUGHOUT LOS ANGELES COUNTY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

This action is to provide Inserted Catch Basin Maintenance Service for Various Catch Basins Throughout Los Angeles County within the boundaries of the Flood Control District.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Inserted Catch Basin Maintenance for Various Catch Basins Throughout Los Angeles County in an annual sum of up to \$5,540,609 (which consists of \$3,946,917 for maintenance; \$250,000 for disposal of debris; \$840,000 for catch basin and insert replacement/repair reimbursements; and \$503,692 contingency for unforeseen additional work) to United Storm Water, Inc., the apparent responsible contractor with the lowest responsive bid. This contract will be for a term of one year commencing upon your Board's approval and subsequent execution by both parties, with four one year renewal options for five years and a month-to-month extension for up to six months for a maximum potential term of 66 months and a maximum potential contract sum of \$30,473,349, which includes a 10 percent contingency for unforeseen, additional work within the scope of the contract, if required.
3. Authorize the Chief Engineer or her designee, acting on behalf of the

Los Angeles County Flood Control District, to execute the contract; to renew the contract for each additional renewal option if, in the opinion of the Chief Engineer or her designee, United Storm Water, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Chief Engineer or her designee, it is in the best interest of the Los Angeles County Flood Control District to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide inserted catch basin maintenance service for various catch basins throughout Los Angeles County within the boundaries of the Los Angeles County Flood Control District (District). The contractor's service under this contract will benefit the District, the unincorporated County areas, and potentially cities within the District. Maintenance service work is anticipated to be performed on 5,053 inserted catch basins in the unincorporated County areas based on available funding.

The contractor's service under all terms of this contract will be offered to cities in the County that have been issued permits to install inserts in District catch basins. The District may also enter into an agreement with these respective cities for the District's services in maintaining the inserted catch basins within the cities. An additional 9,200 inserted catch basins located within cities or unincorporated County areas within the boundaries of the District may be added to this contract, which is included in the total contract amount.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works (Public Works) in meeting these goals.

FISCAL IMPACT/FINANCING

The contract is for an annual amount of up to \$5,540, 609 (which consists of \$3,946,917 for maintenance; \$250,000 for disposal of debris; \$840,000 for catch basin and insert replacement/repair reimbursements; and \$503,692 contingency for unforeseen additional work). This amount is based on the unit prices quoted by the contractor for up to a total of 14,253 inserted catch basins and Public Works' estimated annual utilization of the contractor's services. Funding for the contract is included in the Fiscal Year 2011-12 Flood Control District Fund Budget.

The County will reimburse the District for maintenance costs incurred under the terms of this contract for the 5,053 catch basin inserts installed in the unincorporated County areas using the funds available in the Fiscal Year 2011 12 Public Works General Fund Budget. The estimated year one cost to the County for this service, including contingency, is \$1,853,000. Funding for subsequent contract years, including the 10 percent additional funding for contingencies, will be requested through the annual budget process for both the Public Works General Fund and the District, which is subject to your Board's approval.

The District may also enter into agreements with participating cities for the District to provide service

in maintaining inserted catch basins within the cities. Cities will be required to reimburse the District according to the rates established by the contract with United Storm Water, Inc., should they elect to receive this service from the District, prospective execution of such agreements will be subject to your Board's approval.

In addition, should an unanticipated need arise in other Public Works operations that required the utilization of this service contract, the District will finance this service from the appropriate funding source. Total annual contract expenditures will not exceed the amount approved by the Board, and no service will be provided without the prior funding authorization of Public Works Financial Management Branch.

Public Works, acting on behalf of the District, successfully negotiated the reduction of seven inserted catch basin inspection rates and two rates for locking/unlocking of manual devices from \$14.79 to \$14.50 each, for an estimated annual savings of \$28,981, without adding extension years or reducing service.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is United Storm Water, Inc., located in the City of Industry, California. This contract will commence upon your Board's approval and subsequent execution by both parties, for a period of one year. With your Board's delegated authority, the Chief Engineer or her designee, acting on behalf of the District, may renew this contract for four one-year renewal options and a month to month extension for up to six months for a maximum potential term of 66 months.

The contract will be substantially in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Chief Engineer executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with United Storm Water, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the bidders' minority participation is on file with Public Works.

The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of bonding, the required Comprehensive General and Automobile Liability insurance policies,

naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Invitation for Bids (IFB) was submitted on March 10, 2011, to the appropriate union for review. Public Works met and consulted with Service Employees International Union 721 on April 12, 2011. This solicitation was cancelled on May 2, 2011, and was rebid on May 18, 2011.

Pursuant to the applicable memorandum of understanding, the IFB was submitted on May 18, 2011, to the appropriate union for review. As a result of the meeting from April 12, 2011, information requested by the union was submitted to them on May 18, 2011. No additional questions have been posed by the union regarding this service.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract. Inserted catch basin maintenance is not subject to Proposition A, as authority to award the contract is expressly provided by statute using Public Contracting Code 20991. County Counsel concurs with this determination.

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On March 11, 2011, Public Works solicited bids from 71 independent contractors and community business enterprises to accomplish this work. Also, a notice of the IFB was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times. Bids were due on April 18, 2011. However, while reviewing whether the bids met the minimum requirements, it was found that maps had been omitted from the IFB document. On May 2, 2011, the solicitation was cancelled due to this omission of maps from the solicitation documents.

On May 19, 2011, an updated IFB document was released. On June 13, 2011, three bids were received. It is recommended that this contract be awarded to the apparent responsible contractor with the lowest-responsive bid, United Storm Water, Inc. The contractor has met all the minimum qualifications in accordance with the contract's specifications.

Consistent with the County of Los Angeles Services Contract Solicitation Policy, Policy No. 5.055, West Coast Storm, Inc., a bidder for this solicitation, requested a County Review Panel. On August 30, 2011, a County Review Panel was convened. The panel found that West Coast Storm, Inc., did not demonstrate that Public Works materially failed to follow procedures specified in its solicitation document; made identifiable mathematical or other errors in evaluating proposals; or that there was another basis for review as provided by State or Federal law, and recommended no changes to our solicitation process. Therefore, the contract will be awarded to the apparent responsible contractor with the lowest responsive bid, United Storm Water, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT FOR

INSERTED CATCH BASIN MAINTENANCE FOR VARIOUS CATCH BASINS
THROUGHOUT LOS ANGELES COUNTY

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as DISTRICT) and United Storm Water, Inc., a California Corporation, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the DISTRICT of the CONTRACTOR'S bid filed with the DISTRICT on June 13, 2011, hereby agrees to provide services as described in this Contract for insert catch basin maintenance for various catch basins throughout Los Angeles County as described herein, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Inserted Catch Basin Locations; Exhibit G, Catch Basin Standard Plans and Specifications; Exhibit H, Inserted Catch Basin Inspection Report; Exhibit I, Inserted Catch Basin Repair Report; Exhibit J, Sample Bond for Faithful Performance; Exhibit K, Flood Maintenance Division's Confined Space Entry Permit and Confined Space Manual; the CONTRACTOR'S Bid, all attached hereto; the Invitation for Bids; and Addenda to the Invitation for Bids, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the Chief Engineer to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2.1, an amount not to exceed \$5,540,609 (which consists of \$3,946,917 for maintenance; \$250,000 for disposal of debris; \$840,000 for catch basin and insert replacement/repair reimbursements; and \$503,692 contingency for unforeseen additional work) per year, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: Notwithstanding the foregoing, the parties understand and agree that this Contract is nonexclusive, the DISTRICT may enter into other Contracts for the performance of the same or similar services, and the CONTRACTOR is not entitled to or guaranteed the assignment of any work hereunder.

FIFTH: This Contract's initial term shall be for a period of one year commencing upon your Board's approval and subsequent execution by both parties. At the sole discretion of the DISTRICT, this Contract may be extended in increments of one year, not to exceed a total Contract period of five years. The DISTRICT, acting through the

Chief Engineer, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Chief Engineer will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Chief Engineer will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Chief Engineer may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the DISTRICT.

SIXTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1, Schedule of Prices.

SEVENTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager acting on behalf of the DISTRICT is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

TENTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the

Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: The CONTRACTOR shall have no claim against the DISTRICT for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the DISTRICT and shall immediately repay all such funds to the DISTRICT. Payment by the DISTRICT for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the DISTRICT'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S bid, conflict with the DISTRICT'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through K, inclusive, the DISTRICT'S provisions shall control and be binding.

FOURTEENTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

FIFTEENTH: A faithful performance bond, in substantially the form attached as Exhibit J, is required in a sum not less than 50 percent of the total annual Contract amount, payable to the DISTRICT, executed by a corporate surety admitted to transact business as a surety insurer in the State of California (or by the surety's agent with a notarized copy of power of attorney). The admitted surety and its agent shall have sufficient bonding limitations to provide bonds in the amount required by this Contract. The bond shall be conditioned upon faithful performance of the terms and conditions of this Contract by the CONTRACTOR in a manner that is satisfactory and acceptable to the DISTRICT. If necessary, the bond shall be renewed in a timely manner to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Subject to DISTRICT conditions and approval, a Certificate of Deposit or an irrevocable Letter of Credit payable to the DISTRICT upon demand and in a sum not less than 50 percent of the annual Contract price may be acceptable. Failure by the CONTRACTOR to maintain the required security shall constitute a material breach of Contract upon which the DISTRICT may immediately terminate or suspend this Contract. The CONTRACTOR shall pay all security premiums, costs, and incidentals.

SIXTEENTH: This Contract constitutes the entire agreement between the DISTRICT and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the DISTRICT has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chief Engineer, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

UNITED STORM WATER, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Date

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 810

Bid Title : Inserted Catch Basin Maintenance for Various Catch Basins Throughout Los Angeles County (2011-AN034)

Bid Type : Service

Department : Public Works

Commodity : CONSTRUCTION SERVICES, SEWER AND STORM DRAIN

Open Date : 5/19/2011

Closing Date : 5/26/2011 8:30 AM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 5,500,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works invites bids for a contract for Inserted Catch Basin Maintenance for Various Catch Basins throughout Los Angeles County (2011-AN034). The total annual contract amount of this service is estimated to be \$5.5 million. If not enclosed with this letter, the Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Lorena Calderon at (626) 458-4169 or lcalderon@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirements: Bidders must meet all minimum requirements set forth in the IFB document at the time of bid submission including, but not limited to, the following:

- Bidder or its managing employee must have a minimum of two years of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.
- Bidder's on-site supervisor must have at least one year of experience cleaning and maintaining catch basins containing trash and debris capturing devices similar in type to those to be maintained under this contract.
- Bidder and/or subcontractors, if any, must possess a valid and active California-issued Class A General Engineering Contractors' License to perform repair work.
- The Bidder must also submit a Bid Guaranty as outlined in Part I, Section 2.A.12, Bid Guaranty.

Please note that the previous solicitation, IFB 2011-AN016, was cancelled due to missing material information from Exhibit F, Inserted Catch Basin Location Maps; Exhibit F was missing the maps of approximately 5,053 inserted catch basins within the unincorporated Los Angeles County, which are to be maintained as part of the contract. In addition, the potential number of inserted catch basins that may be added to this contract has decreased from 14,000 to 9,200.

A Bidders' Conference will be held on Thursday, May 26, 2011, at 8:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ATTENDANCE BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. However, those bidders who attended the Bidders' Conference for the previous solicitation on March 24, 2011, are not required to attend the Bidders' Conference to be held on Thursday, May 26, 2011. Public Works will reject bids from those whose attendance at either the March 24, 2011, or May 26, 2011, conferences cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, bid requirements, and contract terms. After the conference, it may be impossible to respond to further requests for information.

The deadline to submit bids is Thursday, June 9, 2011, at 5:30 p.m. Sealed bids must be submitted to the Public Works Cashier located on the Mezzanine Floor at the address above.

Please direct your questions to Ms. Calderon at the number listed on the previous page. Bidders are instructed not to contact any County personnel other than the Contract Analyst listed above regarding this solicitation

Contact Name : Lorena Calderon

Contact Phone# : (626) 458-4169

Contact Email : lcalderon@dpw.lacounty.gov

Last Changed On : 5/19/2011 8:10:06 AM

[Back to Last Window](#)